

# **NOTIFICATION OF ADDENDUM**

## **ADDENDUM NO. 1**

**DATED 12/30/2010**

<b>Control</b>	<b>0055-07-057, ETC.</b>
<b>Project</b>	<b>STP 2011(777)</b>
<b>Highway</b>	<b>US 84, ETC.</b>
<b>County</b>	<b>MCLENNAN, ETC.</b>

Ladies/Gentlemen:

Attached please find an addendum on the above captioned project. Included in the attachment is an addendum notification which details the changes and the respective proposal pages which were added and/or changed.

Except for new bid insert pages, it is unnecessary to return any of the pages attached.

Bid insert pages must be returned with the bid proposal submitted to the Department, unless your firm is submitting a bid using a computer print out. The computer print out must be changed to reflect the new bid item information.

Contractors and material suppliers, etc. who have previously been furnished informational proposals are not being furnished a copy of the addendum. If you have a subcontractor on the above project, please advise them of this addendum. Acknowledgment of this addendum is not requested if your company has been issued a proposal stamped "This Proposal Issued for Informational Purposes."

You are required to acknowledge receipt of this addendum on the Addendum Acknowledgement form contained in your bid proposal by placing a mark in the box next to the respective addendum.

Failure to Acknowledge receipt of this addendum in your bid proposal will result in your bid not being read.

SUBJECT: PLANS AND PROPOSAL ADDENDUMS

PROJECT: STP 2011(777)

CONTROL: 0055-07-057

COUNTY: MCLENNAN

LETTING: 01/04/2011

REFERENCE NO: 1230

**PROPOSAL ADDENDUMS**

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X PROPOSAL COVER

X BID INSERTS (SH. NO.: 2-3

X GENERAL NOTES (SH. NO.: B & F

X SPEC LIST (SH. NO.: 2-2

X SPECIAL PROVISIONS:

ADDED: 007---804, 008---063, 350---006, 350---009

DELETED: 008---006

\_ SPECIAL SPECIFICATIONS:

ADDED:

DELETED:

X OTHER: PLAN SHEETS 1,7,4-6, 48

DESCRIPTION OF ABOVE CHANGES

(INCLUDING PLANS SHEET CHANGES)

PROPOSAL COVER: CHANGED WORKING DAYS TO 65 DAYS.

BID INSERTS: SHEETS 2-3 CHANGED QTY ITEM 6834 TOTAL 90 DAYS.

ESTIMATE: ADDED RAILROAD FORCE ACCOUNT WORK.

SPEC DATA: SHEETS B & F REVISED NOTES TO ITEM 8 AND ITEM 6834.

SPEC LIST: SHEET 2-2, DELETED 008---006, ADDED 007---804, 008---063,  
350---006, 350---009.

PLAN SHEET 1 ADDED TCP(6-1)-98A.

PLAN SHEET 7 REVISED ITEM 6834 QTY TOTAL 90 DAYS, ADDED RAILROAD FORCE  
ACCOUNT WORK.

PLAN SHEETS 4-6 REVISED NOTES TO ITEM 8 AND ITEM 6834.

PLAN SHEET 48 ADDED STANDARD TCP(6-1)98A.

Control	0055-07-057, ETC.
Project	STP 2011(777)
Highway	US 84, ETC.
County	MCLENNAN, ETC.

# PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

## 2004 SPECIFICATIONS

### WORK CONSISTING OF MICROSURFACE

### MCLENNAN COUNTY, TEXAS, Etc.

The quantities in the proposal are approximate. The quantities of work and materials may be increased or decreased as considered necessary to complete the work as planned and contemplated.

This project is to be completed in 65 working days and will be accepted when fully completed and finished to the satisfaction of the Executive Director or designee.

Provide a proposal guaranty in the form of a Cashier's Check, Teller's Check (including an Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union made payable to the Texas Transportation Commission in the following amount:

FORTY-FOUR THOUSAND (Dollars) ( \$44,000 )

A bid bond may be used as the required proposal guaranty. The bond form may be detached from the proposal for completion. The proposal may not be disassembled to remove the bond form. The bond must be in accordance with Item 2 of the specifications.

Any addenda issued amending this proposal and/or the plans that have been acknowledged by the bidder, become part of this proposal.

By signing the proposal the bidder certifies:

1. the only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
2. in the event of the award of a contract, the organization represented will secure bonds for the full amount of the contract.
3. the signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and they have full and complete authority to submit this bid on behalf of their firm.
4. that the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.

• **Signed: \*\***

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

**Print Name:**

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

**Title:**

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

**Company:**

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

- Signatures to comply with Item 2 of the specifications.

\*\*Note: Complete (1) for single venture, through (2) for joint venture and through (3) for triple venture.

\* When the working days field contains an asterisk (\*) refer to the Special Provisions and General Notes.

## **NOTICE TO CONTRACTORS**

**ANY CONTRACTORS INTENDING TO BID ON ANY WORK TO BE AWARDED BY THIS DEPARTMENT MUST SUBMIT A SATISFACTORY “AUDITED FINANCIAL STATEMENT” AND “EXPERIENCE QUESTIONNAIRE” AT LEAST TEN DAYS PRIOR TO THE LETTING DATE.**

**UNIT PRICES MUST BE SUBMITTED IN ACCORDANCE WITH ITEM 2 OF THE STANDARD SPECIFICATIONS OR SPECIAL PROVISION TO ITEM 2 FOR EACH ITEM LISTED IN THIS PROPOSAL.**

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	316	2406	016	AGGR (TY-B GR-5 OR TY-L GR-5 SAC-B) DOLLARS and CENTS	CY	3,348.000	1
	316	2636	016	ASPH (CHFRS-2P OR CRS-2P) DOLLARS and CENTS	GAL	131,221.000	2
	500	2001	005	MOBILIZATION DOLLARS and CENTS	LS	1.000	3
	502	2001	033	BARRICADES, SIGNS AND TRAFFIC HAN- DLING DOLLARS and CENTS	MO	3.000	4
	506	2026	011	FRNT END LOADER WORK (ERSN & SEDM CONT) DOLLARS and CENTS	HR	2.000	5
	506	2034	011	TEMPORARY SEDIMENT CONTROL FENCE DOLLARS and CENTS	LF	100.000	6
	662	2113		WK ZN PAV MRK SHT TERM (TAB) TY W DOLLARS and CENTS	EA	12,625.000	7
	662	2115		WK ZN PAV MRK SHT TERM (TAB) TY Y-2 DOLLARS and CENTS	EA	9,714.000	8
	666	2035		REFL PAV MRK TY I (W) 8" (SLD)(090MIL) DOLLARS and CENTS	LF	8,790.000	9
	666	2047		REFL PAV MRK TY I (W) 24"(SLD)(090MIL) DOLLARS and CENTS	LF	1,638.000	10

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	666	2131		REFL PAV MRK TY I (Y) 24"(SLD)(090MIL) DOLLARS and CENTS	LF	523.000	11
	668	2106		PREFAB PAV MRK TY C (W) (ARROW) DOLLARS and CENTS	EA	97.000	12
	668	2112		PREFAB PAV MRK TY C (W) (RR XING) DOLLARS and CENTS	EA	4.000	13
	668	2116		PREFAB PAV MRK TY C (W) (WORD) DOLLARS and CENTS	EA	49.000	14
	668	2117		PREFAB PAV MRK TY C (W) (18")(YLD TRI) DOLLARS and CENTS	EA	28.000	15
	672	2012	034	REFL PAV MRKR TY I-C DOLLARS and CENTS	EA	1,945.000	16
	672	2014	034	REFL PAV MRKR TY I-R DOLLARS and CENTS	EA	98.000	17
	672	2015	034	REFL PAV MRKR TY II-A-A DOLLARS and CENTS	EA	5,298.000	18
	672	2017	034	REFL PAV MRKR TY II-C-R DOLLARS and CENTS	EA	523.000	19
	3150	2001		WARRANTED MICROSURFACING DOLLARS and CENTS	TON	9,373.000	20
	6834	2001		PORTABLE CHANGEABLE MESSAGE SIGN DOLLARS and CENTS	DAY	90.000	21

PROJECT STP 2011(777)  
COUNTY MCLENNAN , ETC.

PROPOSAL SHEET  
TxDOT  
FORM 234-B I-61-5M

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	8251	2002	005	RE PM W/RET REQ TY I(W)4"(BRK)(090MIL) DOLLARS and CENTS	LF	31,610.000	22
	8251	2005	005	RE PM W/RET REQ TY I(W)4"(SLD)(090MIL) DOLLARS and CENTS	LF	61,846.000	23
	8251	2014	005	RE PM W/RET REQ TY I(Y)4"(BRK)(090MIL) DOLLARS and CENTS	LF	29,040.000	24
	8251	2017	005	RE PM W/RET REQ TY I(Y)4"(SLD)(090MIL) DOLLARS and CENTS	LF	142,202.000	25

**County:** McLennan, Etc.**Control:** 0055-07-057, Etc.**Highway:** US 84, Etc.**GENERAL NOTES AND SPECIFICATION DATA****BASIS OF ESTIMATE**

ITEM	DESCRIPTION	RATE	BASIS	QUANTITIES
316	SURFACE TREATMENTS			
	AGGR (TY-B, GR-5			
	OR TY-L GR-5 SAC-B)	1/140 CY/SY	468,686 SY	3,348 CY
	ASPH (CHFRS-2P OR CRS-2P)	0.28 GAL/SY	468,686 SY	131,221 GAL
3150	WARRANTED MICROSURFACING			
	LEVEL-UP (SCRATCH COURSE)	15 LB/SY	468,686 SY	3,515 TON
	OVERLAY	25 LB/SY	468,686 SY	5,858 TON

**GENERAL NOTES****ITEM 4: SCOPE OF WORK**

During final clean-up the contractor will be required to remove any foreign material that have accumulated at all bridge abutments and bent caps. The removal of foreign material shall be performed in a manner approved by the Engineer. All work and equipment involved in the removal of this material will be subsidiary to the various bid items of the contract.

**ITEM 6: CONTROL OF MATERIALS**

References to manufacturer's trade name or catalog numbers are for the purpose of identification only and the contractor will be permitted to furnish like materials of other manufacturers provided they are of equal quality and comply with specifications for this project and are approved by the Engineer.

**ITEM 7: LEGAL RELATIONS AND RESPONSIBILITIES**

If utilizing private property for waste disposal sites, field office sites, equipment storage sites or for any other purpose involved with this project, provide to the Engineer written proof of the property owner's approval of the use of this property. This proof may be in the form of a letter or agreement signed by the property owner or other documents acceptable to the Engineer.

Protect all adjoining pavement sections during all phases of construction. Any damages incurred due to contractors operation shall be repaired and/or replaced at the contractor's expense.

The contractor shall restrict movement of construction equipment and haul trucks to all paved surfaces and will be prohibited from crossing the median unless specifically authorized by the



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Engineer. Ingress and egress to the freeway main-lanes shall be through the use of entrance and exit ramps.

The contractor shall restrict movement of construction equipment and haul trucks to all paved surfaces and will be prohibited from crossing the median except at crossovers unless specifically authorized by the Engineer.

All materials, labor and incidentals required for the contractor to provide for traffic across the highway and for all weather ingress and egress to public and private property in accordance with item 7.7 of the standard specifications shall be considered as incidental to the various bid items. When construction is completed the access roadways will be restored to their original condition, as approved by the Engineer.

Personal vehicles of the contractor's employees shall not be parked within the right-of-way at anytime including any section closed to public traffic, unless the vehicle is being utilized for construction procedures. However the contractor's employees may park on the right-of-way at the sites where the contractor has his office, equipment and materials storage yard.

Work in this contract is required to be done on railroad property. Cooperate with the railroads and comply with all of their requirements including obtaining any training they require before performing work on railroad property.

Remove all vegetation from pavement edges, and curbs prior to performing microsurfacing operations. This work will not be paid for directly but will be subsidiary to the various bid items.

#### ITEM 8: PROSECUTIONS AND PROGRESS

For this project Five-Day Workweek Charges will be charged in accordance with Section 8.3.A.1, "Five-Day Workweek".

For this project the Contractor shall provide scheduling in accordance with Special Provision to Item 8. The latest roadway start to work date is July 1, 2011.

Prior to contract letting, the conceptual construction schedule as developed for the contract time determination will be made available by the state at the Area Engineers' office for prospective bidders review. The schedule will be in hard copy form and made available for copying by the contractor. This supplied schedule is for informational purposes only. It is the responsibility of the prospective bidder to determine a construction schedule for the work in this contract.

Work for seal coat and microsurfacing will be restricted to the nights indicated:

Sunday 7 PM – Monday\* 7 AM  
Monday 7 PM – Tuesday\* 7 AM  
Tuesday 7 PM – Wednesday\* 7 AM  
Wednesday 7 PM – Thursday\* 7 AM

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Thursday 7 PM – Friday\* 7 AM

\* Except that for SPUR 172 and SH 201 the ending time shall be 5:30 AM

The Contractor's attention is called to the fact that work requiring lane closures will be restricted to the nights indicated above. Supplemental lighting in addition to lighting on equipment and work vehicles will be required to insure adequate lighting for workers safety and inspection. All operations including underseal and microsurfacing placement must be adequately lighted using supplemental lighting of the "balloon type". This lighting is subject to the approval of the Engineer. Supplemental lighting shall be added to the asphalt distributor, aggregate spreader, rollers and microsurface laydown machine unless otherwise approved by the Engineer. This is considered subsidiary to the various bid Items of the contract.

Placement of traffic control devices for night operations shall not commence until after the start time and all devices shall be removed from the roadway prior to the finish time. All other work not requiring lane closures can be done during daytime work hours.

No lane, ramp, or freeway closures shall be allowed on Fridays or Saturdays. If approved by the Engineer in writing, freeway closures shall be done on Sunday mornings between 8:00 AM and 12:00 Noon.

Unless otherwise approved by the Engineer, no mainlane, ramp or freeway closures will be allowed between as noted above. In addition, these closures will not be allowed:  
on Good Friday,  
until midnight Easter Sunday,  
until midnight Sunday before and after Spring Break, which is typically the second, third and fourth weeks of March,  
after 7 AM Wednesday before Thanksgiving Day thru midnight Sunday after Thanksgiving,  
after 7 AM December 23 through 7 PM January 2,  
or on any other high traffic days or holidays as determined by the Engineer.

For all subcontracts, physically attach all provisions listed in the "Contractor's Assurance" to the subcontract agreement. Provide a copy of subcontracts, with attachments, for all DBE Subcontractors. Submit the subcontracts to the Engineer when submitting the subcontract approval request.

#### ITEM 316: SURFACE TREATMENTS

No asphalt for surface treatment items will be placed between October 1 and April 1 for emulsions unless approved by the Engineer in writing.

All trucks hauling materials to be paid for by truck measurement shall be "struck off" prior to delivery to the project.

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Protect all existing bridges, curbs, and other exposed concrete surfaces within the limits of these projects from asphalt materials by any method that is acceptable by the Engineer. Remove any excessive asphalt materials deposited on these surfaces in a manner approved by the Engineer at the contractor's expense.

During application of the surface treatment, if existing conditions warrant, the lane widths, transitions, and intersection areas may be varied as directed by the Engineer.

Use a medium pneumatic roller meeting the requirements of Item 210 as directed by the Engineer. This work will be subsidiary to the various bid items.

Remove dirt and debris that has accumulated in the curb and gutter sections prior to beginning paving. Likewise, remove all vegetation from pavement edges prior to seal coat operations. This work will be subsidiary to other items.

Unless otherwise approved by the Engineer, seal coat shall not be exposed to traffic for more than 24 hours before application of microsurface. It is expected that the area sealed each day will be covered with level-up or scratch course of microsurface each day.

#### ITEM 502: BARRICADES, SIGNS AND TRAFFIC HANDLING

The Contractor Responsible Person (CRP) shall inspect and insure any deficiencies are corrected each and every day through out the duration of this contract. Any misaligned or damaged traffic control devices shall be repaired as soon as practical after deficiency is discovered.

In addition to providing a Contractor's Responsible Person and a phone number for emergency contact, have an employee(s) available to respond on the project for emergencies and for taking corrective measures within 30 minutes.

The **shadow vehicle** with truck mounted attenuator (TMA) will not be optional but will be required as shown on the appropriate traffic control plan sheets. Truck mounted attenuators shall meet the requirements of the Compliant Work Zone Traffic Control Device List. The use of truck mounted attenuators shall not be paid for directly, but shall be considered subsidiary to Item 502.

Equip all construction equipment involved in roadway work with a permanently mounted warning light with amber lens as approved by the Engineer.

#### ITEM 666: REFLECTORIZED PAVEMENT MARKINGS

Before the application of pavement markings, sufficiently clean pavement surfaces to remove all forms of contamination and loose materials, in accordance with Item 678, "Pavement Surface Preparation for Markings". This work will not be paid for directly, but will be subsidiary to Item 666 "Reflectorized Pavement Markings".

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Make all stop lines twenty-four (24) inches wide.

Pay Item for REFL PAV MRK TY I (W) (8") (BRK) will be used for intersection turning lane channelizing markings as shown in the 2003 Texas Manual on Uniform Traffic Control Devices, Section 3B.08, page 3B-24, figure 3B-11c.

Remove markings at own expense that are not in alignment or sequence, as shown on the standard sheets or as stated in the specifications, or do not meet the specification and/or approval of the Project Manager. Removal shall be in accordance with Item 677, "Eliminating Existing Pavement Markings and Markers", except for measurement and payment.

**ITEM 668: PREFABRICATED PAVEMENT MARKINGS**

Use Type C prefabricated pavement markings (TxDOT Spec DMS-8240) for all Word, Arrow and RR Crossing markings.

**ITEM 672: RAISED PAVEMENT MARKINGS**

Place TYPE II-C-R and TYPE I-C markers for lane lines on 80 feet centers regardless of the conditions listed on the Pavement Markings Standard Details.

Before the application of pavement markers, sufficiently clean pavement surfaces to remove all forms of contamination and loose materials, in accordance with Item 678, "Pavement Surface Preparation for Markings". This work will not be paid for directly, but will be subsidiary to Item 672, "Raised Pavement Markers".

Remove at own expense markings placed that are not in alignment or sequence, as shown on the standard sheets or as stated in the specifications, or do not meet the specification and/or approval of the Project Manager. Removal shall be in accordance with Item 677, "Eliminating Existing Pavement Markings and Markers", except for measurement and payment.

**ITEM 3150: WARRANTED MICROSURFACING**

No Microsurfacing will be placed between October 1 and April 1 unless approved by the Engineer in writing.

The contractor is responsible for performing all daily job control tests. The contractor shall have a commercial testing laboratory approved by the Engineer to perform the required tests. The results of the test shall be delivered to the Engineer within 24 hours

The frequency of testing shall be as follows:

- 1) Moisture content – daily
- 2) Gradation (Mix) – daily
- 3) Asphalt content – daily
- 4) Sand equivalent – 1 test per 10 Microsurfacing production days

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**Highway:** US 84, Etc.

5) Gradation (Stockpile) – 1 test per 2000 tons of aggregate

If daily production of Microsurfacing is below 100 tons, then the gradation (Mix) and asphalt content testing may be waived by the Engineer. The asphalt content can be determined by a Nuclear Asphalt Machine.

Microsurfacing required to repair deficiencies due to unsatisfactory workmanship will not be paid for but shall be entirely at the Contractor's expense.

Contractor shall shut down placement operations and make satisfactory adjustments when the moisture content and flow of materials are such that material cannot be properly controlled to produce neat and uniform edges.

The length and width of proposed surfacing under this project may be varied and shall be as directed by the Engineer.

Contractor shall shut down placement operations and make satisfactory adjustments when the moisture content and flow of materials are such that material cannot be properly controlled to produce neat and uniform edges.

#### ITEM 6834: PORTABLE CHANGEABLE MESSAGE SIGN

Furnish adequate number of portable changeable message signs to supplement advance lane closure signing for urban sections. Furnish adequate number of portable changeable message signs for advance lane closure notice, in accordance with TCP(6-1)-98A.

This project shall require a "Full Matrix" type Portable Changeable Message Sign.

Supply portable changeable message sign(s) in accordance with the Traffic Control Plan standard sheets and article 6f.55 of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways part VI.

#### ITEM 8251: REFLECTORIZED PAVEMENT MARKINGS

The Engineer will verify the beginning and ending points of No Pass Zones.

Before the application of pavement markings, sufficiently clean pavement surfaces to remove all forms of contamination and loose materials, in accordance with Item 678, "Pavement Surface Preparation for Markings". This work will not be paid for directly, but will be subsidiary to Item 8251 "Reflectorized Pavement Markings".

Remove markings at own expense that are not in alignment or sequence, as shown on the standard sheets or as stated in the specifications, or do not meet the specification and/or approval of the Project Manager. Removal shall be in accordance with Item 677, "Eliminating Existing Pavement Markings and Markers", except for measurement and payment.

CONTROL : 0055-07-057, ETC  
PROJECT : STP 2011(777)  
HIGHWAY : US 84, ETC  
COUNTY : MCLENNAN, ETC

TEXAS DEPARTMENT OF TRANSPORTATION

**GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS**

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT  
ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF  
----- TRANSPORTATION JUNE 1, 2004.  
STANDARD SPECIFICATIONS ARE INCORPORATED  
INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS  
ITEM 316 SURFACE TREATMENTS (210)(300)(302)  
ITEM 500 MOBILIZATION  
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING  
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL  
CONTROLS  
ITEM 662 WORK ZONE PAVEMENT MARKINGS (666)(668)(672)(677)  
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS (316)(662)(677)(678)  
ITEM 668 PREFABRICATED PAVEMENT MARKINGS  
ITEM 672 RAISED PAVEMENT MARKERS (677)(678)

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE  
----- PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED  
HEREON WHEREVER IN CONFLICT THEREWITH.

REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS  
(FORM FHWA 1273, MARCH, 1994)

WAGE RATES

SPECIAL PROVISION "PARTNERING" (000---002)  
SPECIAL PROVISION "NOTICE TO ALL BIDDERS" (000---003)  
SPECIAL PROVISION "NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO  
ENSURE EQUAL EMPLOYMENT OPPORTUNITY" (000---004)  
SPECIAL PROVISION "STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS" (000---006)  
SPECIAL PROVISION "CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT"  
(000---009)  
SPECIAL PROVISION "DEPARTMENT DIVISION MAILING AND PHYSICAL ADDRESS"  
(000---011)

SPECIAL PROVISION "NOTICE OF CHANGES TO U.S. DEPARTMENT OF LABOR  
 REQUIRED PAYROLL INFORMATION" (000--1483)  
 SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000--1493)  
 SPECIAL PROVISION "ON-THE-JOB TRAINING PROGRAM" (000--1676)  
 SPECIAL PROVISION "DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL AID  
 CONTRACTS" (000--1966)  
 SPECIAL PROVISION TO ITEM 1 (001---015)  
 SPECIAL PROVISION TO ITEM 2 (002---017)  
 SPECIAL PROVISIONS TO ITEM 3 (003---022)(003---033)  
 SPECIAL PROVISION TO ITEM 4 (004---017)  
 SPECIAL PROVISION TO ITEM 5 (005---004)  
 SPECIAL PROVISION TO ITEM 6 (006---030)  
 SPECIAL PROVISIONS TO ITEM 7 (007---740)(007---804)  
 SPECIAL PROVISIONS TO ITEM 8 (008---063)(008---119)  
 SPECIAL PROVISIONS TO ITEM 9 (009---009)(009---015)  
 SPECIAL PROVISION TO ITEM 300 (300---032)  
 SPECIAL PROVISION TO ITEM 302 (302---010)  
 SPECIAL PROVISION TO ITEM 316 (316---016)  
 SPECIAL PROVISIONS TO ITEM 350 (350---006)(350---009)  
 SPECIAL PROVISION TO ITEM 500 (500---005)  
 SPECIAL PROVISION TO ITEM 502 (502---033)  
 SPECIAL PROVISION TO ITEM 506 (506---011)  
 SPECIAL PROVISION TO ITEM 672 (672---034)  
 SPECIAL PROVISION TO SPECIAL SPECIFICATION ITEM 8251 (8251--005)

SPECIAL SPECIFICATIONS:

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 ITEM 3150 WARRANTED MICROSURFACING (WMS) (350)  
 ITEM 6834 PORTABLE CHANGEABLE MESSAGE SIGN  
 ITEM 8094 MOBILE RETROREFLECTIVITY DATA COLLECTION FOR PAVEMENT  
 MARKINGS  
 ITEM 8251 REFLECTORIZED PAVEMENT MARKINGS WITH RETROREFLECTIVE  
 REQUIREMENTS (316)(318)(502)(677)(678)(8094)

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH  
 ----- PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER  
 PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-  
 LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL  
 PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFI-  
 CATIONS FOR THIS PROJECT.

**SPECIAL PROVISION****007---804****Legal Relations and Responsibilities**

For this project, Item 007, “Legal Relations and Responsibilities,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 7.4. Insurance and Bonds** is supplemented by the following:

Comply with the additional insurance requirements and other conditions set forth herein.

- The Contractor shall obtain additional insurance coverage in the following types and amounts as shown in Table 2. Provide certification of the Workers Compensation, Commercial General Liability, Business Automobile, and Protective Liability policies to the Department and the Railroad Company.
- Do not work on the Railroad Company's property until the Department and the Railroad have been provided the insurance certificates and original policies required in Table 2.
- Policies issued for Railroad Protective Liability coverage listed in Table 2 must be issued for and on behalf of the Railroad. Maintain the Railroad Protective Liability insurance until all work on the railroad right of way has been completed. Where more than one Railroad Company is operating on the same right of way or where several railroad companies are involved and operate on their own separate rights of way, provide separate insurance policies in the name of each Railroad Company.

**Table 2**  
**Additional Insurance Requirements**

<b>Type of Insurance</b>	<b>Amount of Coverage(minimum)</b>
Workers Compensation	\$500,000 / \$500,000 / \$500,000
Commercial General Liability	\$2,000,000 / \$2,000,000
Business Automobile	\$2,000,000 combined single limit
Railroad Protective Liability:	\$2,000,000 / \$6,000,000

- Pay all deductibles stated in the policy. Subcontractors must meet the requirements of Table 2 either through their own coverage or through the Contractor’s coverage.



- Stop all work if any of the insurance lapses for any reason. Should any coverage lapse, provide the Department and the Railroad with new certificates and new policies of the insurance.
- No direct compensation will be made to the Contractor for providing the insurance policies required herein as the costs involved shall be included in the unit prices bid for the several pay items of the proposal.

The corporate names and addresses of the Railroad Companies in whose names the Railroad Protective Liability Policies are to be issued are as follows:

**1. The BNSF Railway Company  
2650 Lou Menk Drive  
Fort Worth, TX 76131-2830**

**DOT No. 790 654L, McLennan County, SH 317 (Main St.) in McGregor**

The estimated cost of the work to be performed by the contractor within 50 feet of the operating track or tracks is one one-hundredth of a percent (0.01%) of the estimated contract cost. There are zero (0) regularly scheduled trains and two (2) switching movements per day at this location.

**Article 7.16. Work Near Railroads** is supplemented by the following.

**For The BNSF Railway Company:**

- The **BNSF Railway Company** requires the Contractor to comply with specified conditions and obligations prior to performing any work within the Railroad right-of-way. The Contractor should contact the Railroad's designated representative regarding what may be required by the Railroad. The Contractor shall comply with the insurance requirements and other conditions as set forth by the Railroad (e.g., flagging of train traffic). Any costs and fees that may be incurred by the Contractor to meet the requirements identified herein will be considered subsidiary to the various bid items.
- To the extent allowed under state law, the State's Contractor shall assume all liability for and indemnify and hold the railroad harmless from and against any and all claims, suits, losses, costs, and expenses on account of injury to or death of persons' whomsoever, including claims under the Federal Employers Liability Act (FELA), or damage to property, whatsoever, where such injury, death, damages, or destruction results from any cause arising out of work performed by the State's Contractor, its agents, employees, affiliates, or successors pursuant to agreement with the state, and shall also release the railroad from and shall waive any claims for injury or damage to equipment or other property which may result from the construction, maintenance, and operation of railroad tracks, waterlines, fiber optic cable, pipelines, and other

facilities on right of way of the railroad saving and excepting any injuries, death, damage, or destruction resulting solely from the negligent acts of the railroad or its officers, agents or employees.

- The Contractor further agrees, at its expense, in the name and on behalf of the railroad, that it shall adjust and settle all claims made against the railroad, and shall appear and defend any suits or actions at law or in equity brought against the railroad on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by the Contractor under this agreement for which the railroad is liable or is alleged to be liable. The railroad shall give notice to the Contractor, in writing, of the receipt or pendency of such claims and thereupon the Contractor shall proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against the railroad, the railroad may forward the summons and complaint or process in connection therewith to the Contractor, and the Contractor shall defend, adjust, or settle such suits and protect, indemnify, and save harmless the railroad from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits to the extent allowed under state law.
- The Contractor is not nor shall be considered to be an agent of the State regarding this Provision.

**The BNSF Railway's Representative Contact Information:**

Mr. Timothy J. Huya,  
Manager, Public Projects  
BNSF Railway Company  
5800 North Main Street  
Fort Worth, TX 76179  
Telephone: 817-352-2902  
Email: [Tim.Huya@bnsf.com](mailto:Tim.Huya@bnsf.com)

## **SPECIAL PROVISION**

**008---063**

### **Prosecution and Progress**

For this project, Item 008, “Prosecution and Progress,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of the Item are waived or changed hereby.

**Article 8.3. Computation of Contract Time for Completion.** The first sentence of the first paragraph is voided and replaced by the following:

Unless otherwise shown on the plans, working day charges will begin on the same date shown in the plans for work to begin (work start date).

When the date for work to begin (work start date) is not shown on the plans, work shall begin on the same date shown for working day charges to begin.

If neither the date for work to begin (work start date) nor the date for time charges to begin is shown on the plans, time charges will begin 60 days after issuance of the work order.

## SPECIAL PROVISION

### 350---006

### Microsurfacing

For this project, Item 350, “Microsurfacing,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 350.2, Materials, Section B, Mineral Aggregates**, is voided and replaced by the following:

**B. Mineral Aggregates.** Furnish crushed aggregate from a single source meeting the requirements of Table 1 and Table 2. Provide aggregate from coarse aggregate sources listed in the Department’s Bituminous Rated Source Catalog (BRSQC). Provide aggregate from non-listed sources only when tested and approved by the Engineer before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources. Do not combine approved material with unapproved material. Include the amount of mineral filler added to the mix in determining the total minus No. 200 aggregate fraction.

**Table 1**  
**Aggregate Gradation Requirements**  
**Tex 200-F, Part II (Washed)**

Sieve Size	Cumulative % Retained
1/2"	0
3/8"	0–1
#4	6–14
#8	35–55
#16	54–75
#30	65–85
#50	75–90
#100	82–93
#200	85–95

**Table 2**  
**Aggregate Quality Requirements**

Property	Test Method	Requirement
Surface Aggregate Classification (SAC), min	AQMP	A
Magnesium Sulfate Soundness, %, max	Tex-411-A	25
Coarse aggregate angularity, 2 crushed faces, % min	Tex-460-A, Part I	95
Sand Equivalent Value, %, min	Tex-203-F	70
Acid Insoluble (%), min	Tex-612-J	55

**SPECIAL PROVISION****350---009****Microsurfacing**

For this project, Item 350, “Microsurfacing,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 350.4. Construction, Section I. Workmanship, Section 3. Edges** is voided and replaced by the following:

Provide an edge along the roadway centerline, lane lines, shoulder, edge of pavement, or curb line that is uniform and neat in appearance. The edge is considered acceptable when:

- it varies no more than  $\pm 1\text{-}1/2$  in. from a 100-ft. straight line on a tangent section and
- it varies no more than  $\pm 1\text{-}1/2$  in. from a 100-ft. arc on a curved section.

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